

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

PATRIOT ONE, INC.,

Debtor.

**CLEVELAND BROTHERS
EQUIPMENT CO., INC.,**

**Movant,
vs.**

PATRIOT ONE, INC.,

Respondent.

Bankruptcy No. 16-23160-GLT

Chapter 11

Document No.

Related to Doc. No.: 51, 68, 71 and 92

**Hearing Date & Time:
April 28, 2017 at 10:00 a.m.**

**CLEVELAND BROTHERS
EQUIPMENT CO., INC.,**

Plaintiff,

vs.

PATRIOT ONE, INC.,

Defendant.

Adversary Proc. No.: 16-02206-GLT

Document No.

Related to Adv. Doc. No.: 1, 13 and 16

**Hearing Date & Time:
April 28, 2017 at 10:00 a.m.**

**SETTLEMENT AND CERTIFICATION OF COUNSEL REGARDING
STIPULATION REGARDING ADVERSARY COMPLAINT OF CLEVELAND BROTHERS
EQUIPMENT CO., INC., TO DIRECT DEFENDANT TO TURN OVER MOVANT'S
EQUIPMENT OR FUNDS OF EQUIVALENT VALUE TO MOVANT AND MOTION FOR
ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM AND TO REQUIRE PAYMENT OF
ADMINISTRATIVE EXPENSE CLAIM**

The undersigned hereby certifies that agreement has been reached with Cleveland Brothers Equipment Co., Inc. and the Debtor regarding the Adversary Complaint filed on November 3, 2016 and the Motion for Allowance of Administrative Expense Claim and to Require Payment of Administrative Expense Claim filed on October 28, 2016.

The signature requirements of W.PA.LBR 5005-6 have been followed in obtaining the agreement of all parties and is reflected in the attached document.

The undersigned further certifies that:

X No other order has been filed pertaining to the subject matter of this agreement.

Respectfully Submitted,

Date: April 26, 2017

/s/ Robert O Lampl
ROBERT O LAMPL
PA I.D. #19809
JOHN P. LACHER
PA I.D. #62297
DAVID L. FUCHS
PA I.D. #205694
RYAN J. COONEY
PA I.D. #319213
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PAWB Local Form 26 (07/13)

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BROTHERS EQUIPMENT CO., INC., TO DIRECT DEFENDANT TO TURN OVER
MOVANT'S EQUIPMENT OR FUNDS OF EQUIVALENT VALUE TO MOVANT AND
MOTION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM AND TO
REQUIRE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM**

AND NOW, comes Patriot One, Inc., the Debtor in the above Chapter 11 Case, and Cleveland Brothers Equipment Co., Inc., by and through their undersigned Counsel, and submit this **STIPULATION REGARDING ADVERSARY COMPLAINT OF CLEVELAND BROTHERS EQUIPMENT CO., INC., TO DIRECT DEFENDANT TO**

TURN OVER MOVANT'S EQUIPMENT OR FUNDS OF EQUIVALENT VALUE TO MOVANT AND MOTION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM AND TO REQUIRE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM, as follows:

A. Whereas, Cleveland Brothers Equipment Company, Inc., (Cleveland Brothers) initiated an Adversary Proceeding against the Debtor seeking the Turnover of certain equipment or a claim in the amount of the value of the equipment alleged to be in the possession of the Debtor;

B. Whereas, Cleveland Brothers filed a Motion for Allowance of Administrative Expense Claim and to Require Payment of Administrative Expense Claim contemporaneously with the filing of the Adversary Complaint;

C. Whereas Cleveland Brothers filed a Proof of Claim at Claim Number 12, in the amount of \$46,511.92;

D. Whereas the Debtor has disputed the claims raised by Cleveland Brothers in both the pending Adversary Proceeding as well as its Motion for Allowance of Administrative Expense Claim and to Require Payment of Administrative Expense Claim;

E. Whereas, Cleveland Brothers and the Debtor have engaged in negotiations and have reached a resolution of the Adversary Complaint and Motion for Allowance of Administrative Expense Claim and to Require Payment of Administrative Expense Claim;

NOW THEREFORE, the parties have agreed to and wish to settle, resolve and compromise all of the foregoing, as well as any and all claims held by one against the other, in accordance with the terms of the Stipulation set for the below:

1. **Payment on Administrative Claim.** The Debtor shall pay the amount of \$12,000.00 to Cleveland Brothers to resolve its alleged Administrative Claim. Said amount shall be payable in twelve (12) monthly installments of \$1,000.00 each. The first payment shall be made on or before May 19, 2017. The payment shall be made by check made payable to Cleveland Brothers Equipment Co., Inc. The Check should be mailed to Donald L. Phillips, P.C., 1016 Greentree Road, Suite 202, Pittsburgh, Pennsylvania 15220.

2. **General Unsecured Claim.** Cleveland Brothers shall have an allowed general unsecured claim in the amount of \$15,000.00 in the Chapter 11 Case of the Debtor. Cleveland Brothers shall file a Proof of Claim to reflect this claim.

3. **Settlement Agreement with Mutual Release.** Other than the obligations and claims set forth in this Stipulation, the Debtor and Cleveland Brothers (the Settling Parties), on behalf of themselves, their successors, assigns and any other person or entity claiming through them, fully and forever waive, release, extinguish and discharge each other, their respective predecessors and successors in interest and each past or present agent, attorney, advisor, representative, owner, officer, director and assignee from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorneys fees), demands or suits, at law or in equity, known or unknown, derivative or direct, present or future that the Settling Parties or anyone claiming in a derivative capacity from the Settling Parties and the predecessors, successors and assigns of the Settling

Parties had, have, may have, claim to have now or in the future have or which may hereafter arise for, upon or by reason of those matters which were raised or which could have been raised in any way or under any theory against each other from the beginning of time to the date of this agreement. Nothing in this agreement shall be construed to release the payment obligations contained in this Stipulation.

4. **Dismissal of Adversary Proceeding.** Cleveland Brothers shall file an appropriate Motion with the Bankruptcy Court to cause the dismissal of the Adversary Proceeding at 16-02206-GLT.

5. **Binding on Successors and Assigns.** Each of the stipulations and terms contained in this Stipulation shall be binding upon the Cleveland Brothers and the Debtor and their respective successors and assigns.

6. **Integrated Agreement.** This Stipulation is the entire agreement between the Parties. Any modification of this Stipulation must be in writing and signed by the Parties hereto.

7. **Legal Fees.** Parties to this Stipulation are responsible for their own respective costs including legal fees in connection with this matter.

8. **Consent to Jurisdiction.** The Parties stipulate and agree that the United States Bankruptcy Court for the Western District of Pennsylvania shall maintain jurisdiction over the interpretation and enforcement of this Stipulation.

RESPECTFULLY SUBMITTED,

Dated: April 26, 2017

/s/ Robert O Lampl
Robert O Lampl
David L. Fuchs, Esquire
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/s/ Donald L. Phillips
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Ann Shapiro
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Counsel for Cleveland Brothers

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CERTIFICATE OF SERVICE

Robert O Lampl, John P. Lacher, David L. Fuchs and Ryan J. Cooney, hereby certify, that on the 26th day of April, 2017, a true and correct copy of the foregoing
STIPULATION REGARDING ADVERSARY COMPLAINT OF CLEVELAND BROTHERS EQUIPMENT CO., INC., TO DIRECT DEFENDANT TO TURN OVER

**MOVANT'S EQUIPMENT OR FUNDS OF EQUIVALENT VALUE TO MOVANT AND
MOTION FOR ALLOWANCE OF ADMINISTRATIVE EXPENSE CLAIM AND TO
REQUIRE PAYMENT OF ADMINISTRATIVE EXPENSE CLAIM** was served upon the
following (via electronic service):

Office of U.S. Trustee
Liberty Center, Suite 970
1001 Liberty Avenue
Pittsburgh, PA 15222

Donald L. Phillips
Ann Shapiro
Donald L. Phillips, P.C.
1016 Greentree Road, Suite 202
Pittsburgh, PA 15220
dphillips@donaldphillipslaw.com
ashapiro@donaldphillipslaw.com

Date: April 26, 2017

/s/ Robert O Lampl
ROBERT O LAMPL
PA I.D. #19809
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